

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2020-173-T - ORDER NO. 2021-479

AUGUST 11, 2021

IN RE: Application of Tiger Moving, LLC to Amend) ORDER APPROVING
 Its Tariff) TARIFF AMENDMENTS

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Tiger Moving, LLC (Tiger Moving). Tiger Moving is a holder of a Class E Household Goods Motor Carrier Certificate and seeks approval to increase its hourly rates for moving services.

II. FACTS AND PROCEDURAL HISTORY

Tiger Moving originally received a Class E Certificate from the Commission on October 29, 2013, in Order No. 2013-765, to operate in Greenville, Spartanburg, and Anderson Counties, under an approved Tariff. Since 2013, the Commission has reviewed several applications of Tiger Moving, including a request to grant statewide authority and to amend its tariff in 2018. Tiger Moving filed an application on May 25, 2021, to increase its hourly rates. Tiger Moving proposes in this docket to increase its current hourly rates between \$5 and \$15 per hour.

Tiger Moving published in full the Notice provided by the Clerk's Office within the timeframe established by the Clerk's Office. The Clerk's Office required Tiger Moving

to publish the Notice no later than June 10, 2021, and to provide proof of publication by July 1, 2021. Tiger Moving published the Notice in full in *The Greenville News* on Sunday, May 30, 2021, and submitted proof of the publication in a timely manner on June 9, 2021, well before the deadline.

The Office of Regulatory Staff (ORS), a party of record pursuant to section 58-4-10(B) of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance with the Commission on May 27, 2021, noting Benjamin P. Mustian, Esquire, would appear for ORS. ORS conducted a compliance review of Tiger Moving and on July 2, 2021, Mr. Mustian notified the Commission ORS had completed its review. The results of the ORS study included findings Tiger Moving is “in compliance with Commission rules and regulations,” “ORS has received no consumer complaints related to Tiger Moving in the past 12 months,” and “Tiger Moving is in compliance with Annual Report and Gross Receipt filing requirements.” (ORS correspondence dated July 2, 2021).

On July 14, 2021, the Commission approved the Application of Tiger Moving to amend its tariff.

III. EVIDENCE OF RECORD

ORS performed an Impact Study and prepared a Tariff Comparison of the currently approved tariffs under which Tiger Moving conducts business, the proposed tariffs for which it seeks Commission approval, and the South Carolina Tariff Bureau (SCTB) rates.

From the comparison report prepared by ORS, the proposed tariff rates per hour for the use of movers are all above the SCTB rates. Tiger Moving seeks to increase the hourly rates for movers by \$5 to \$15 per hour, depending upon the number of movers and

day of the week. ORS indicates the proposed tariff rates represent an increase of between 4 % and 25%. Even though the proposed rates are above the SCTB rates, the proposed rates are within a reasonable range of the SCTB rates. We note there is no evidence the rates are discriminatory.

The ORS Impact Study reveals Tiger Moving is in compliance with applicable Commission rules and regulations. ORS has not received any consumer complaints regarding Tiger Moving in the last year. No person or party notified the Commission of its opposition to approval of the amended tariff.

IV. LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

Regulation 103-191, S. C. Code of State Regulations (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198 (2012).

V. FINDINGS OF FACT

After review of the Petition and all of the evidence in the record, the Commission makes the following findings of fact:

1. The Commission originally approved the application of Tiger Moving to receive a Class E Motor Carrier Certificate on October 29, 2013, in Order No. 2013-765, and the Commission has approved several applications of Tiger Moving to amend its Tariff since 2013. The Commission also amended the certificate to authorize Tiger Moving to operate statewide in 2018.

2. Tiger Moving proposes an increase to its hourly tariff rates in this docket.

3. ORS determined Tiger Moving is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

4. ORS has not received any consumer complaints about Tiger Moving in the past twelve months.

5. Tiger Moving published the Notice regarding its Application in a timely manner.

6. After review of the Application and the Impact Study prepared by ORS, we find the proposed tariff hourly rates are just and reasonable.

VI. CONCLUSIONS OF LAW

After review of the Petition and all of the evidence in the record, the Commission makes the following conclusion of law:

1. The proposed amendments to Tiger Moving's Tariff are just and reasonable pursuant to Regulation 103-191 and 192.

2. The proposed amendments to the Tariff shall be approved pursuant to the authority of the Commission set forth in section 58-23-1010 of the South Carolina Code of Laws (2015).

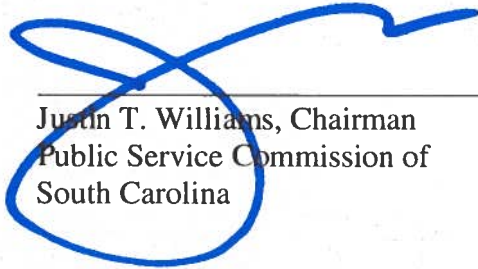
IT IS THEREFORE ORDERED THAT:

1. The Application of Tiger Moving, LLC to amend its Tariff is granted.

2. The proposed amendments to the Tariff are hereby approved, and a copy of the Amended Tariff is attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

Tiger Moving LLC

South Carolina Household Goods Tariff



Tiger Moving LLC
899 North Main Street Mauldin, SC 29662
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**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

Tiger Moving LLC

South Carolina Household Goods Tariff

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South Carolina Household Goods Tariff

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Tiger Moving LLC. These services are furnished between points and places within The State of South Carolina.

Tiger Moving LLC

South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. The clock starts at the appropriate hourly rate when the movers arrive to the shipping location. The clock stops when the customer declares the job complete.

HOURLY RATES

<u>Moving Services</u>		<u>Hourly Rate</u>
Two Men to Pack/Load/Unload/Assemble/Etc	(Monday - Thursday)	\$130.00
Two Men and a 24' Truck	(Monday - Thursday)	\$130.00
Two Men and a 26' Truck	(Monday - Thursday)	\$130.00
Two Men to Pack/Load/Unload/Assemble/Etc	(Friday - Sunday)	\$130.00
Two Men and a 24' Truck	(Friday - Sunday)	\$130.00
Two Men and a 26' Truck	(Friday - Sunday)	\$130.00

Each Additional Man \$50.00 per man/per hour

Downtime Due to Customer ½ of hourly rate

OVERNIGHT TRUCK STORAGE

\$150.00 per truck, per night; \$150 charge if storage is needed on truck past 12PM the following day

1.2 Travel Fee

All moves are subject to a Travel Fee of \$2.00/mile. Miles are calculated round-trip from and back to our lot at 899 N Main St, Mauldin, SC, 29662.

1.3 Office Hours / Minimum Hourly Charges:

Tiger Moving LLC Office Hours Will Operate Monday through Friday 8:00 am - 5:00 pm.

Tiger Moving LLC will operate Monday – Sunday, 7:00 am – 10:00 pm.

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Monday- Friday

Three-Hour Minimum Charge

Saturday- Sunday

Three-Hour Minimum Charge

Recognized Federal Holidays

Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are prorated to the minute. Hourly rates are the same in every season of the year. Customers are not charged an additional fee for overtime labor.

1.4 Cancellation Policy:

Cancellations made within 48 hrs of move day are subject to a \$50 fee unless due to weather, this money goes to the movers who have lost the opportunity to work.

1.5 Damage Coverage Options:

All residential customers will be prompted to choose between two damage coverage options & give a signature for approval. Option 1 is the standard transit coverage of \$.60/lb per damaged article. Option 1 is applied free of charge. Option 2 is Actual Value Repair or Actual Value Replacement insurance. Items will only be "replaced" if repairs are either 1) Not possible or 2) Not successful/satisfactory by Tiger Moving's standards. Option 2 is applied for a fee of \$100 per truck. A copy of the contract is attached to tariff.

1.6 Supplies:

<u>Item</u>	<u>Cost</u>
Boxes (Small, Medium, Large)	\$2.00
Wardrobe Boxes	\$18.00
Packing Paper (120 sheets)	\$20.00
Bubble Wrap (150' roll)	\$20.00
Moving Pads	\$5.00 (used) \$10.00 (new)
Cambuckle Straps	\$3.00 (used) \$5.00 (new)
Floor Protection	\$20.00

Tiger Moving LLC

South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

Piano (45" tall or less)

- \$100 Fee
 - No baby grands, no grands
 - Additional \$100 if there are more than 4 consecutive stairs at starting or ending location
 - Additional \$100 for each additional piano
 - Travel fees apply as stated in section 1.2

Piano (greater than 45" tall)

- \$100 Fee
 - No baby grands, no grands
 - Additional \$100 if there are more than 4 consecutive stairs at starting or ending location
 - Additional \$200 for each additional piano
 - Travel fees apply as stated in section 1.2

Gun Cabinet (Under 400 lbs)

- \$50 Fee
 - Additional \$50 if there are more than 4 consecutive stairs at starting or ending location
 - Additional \$100 for each additional gun safe
 - Travel fees apply as stated in section 1.2

Gun Cabinet (400 lbs to 600 lbs)

- \$50 Fee
 - Additional \$75 if there are more than 4 consecutive stairs at starting or ending location
 - Additional \$150 for each additional gun safe
 - Travel fees apply as stated in section 1.2

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Gun Cabinet (Over 600 lbs)

- \$100 Fee
 - Additional \$100 if there are more than 4 consecutive stairs at starting or ending location
 - Additional \$200 for each additional gun safe
 - Travel fees apply as stated in section 1.2

Other Items

- Pool Tables:
 - \$250 Fee
- Hot Tubs, Whirlpools:
 - \$250 Fee
- Deep Freezers:
 - \$50 Fee
- Golf Carts (electric only):
 - \$150 Fee
- Stainless Steel Refrigerators:
 - \$50 Fee
- TV's 60" & Larger
 - \$50 Fee

Tiger Moving LLC WILL NOT move firearms, anything that contains/has contained gas, propane tanks or any other hazardous materials.

2.2 Elevator or Stair Carry

Tiger Moving LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 On-Site Estimates

Tiger Moving LLC does not currently charge a fee for on-site estimates.

2.4 Pick Up and Delivery

Tiger Moving LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

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South Carolina Household Goods Tariff

2.5 Packing and Unpacking

Tiger Moving LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Tiger Moving LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Tiger Moving LLC will move pianos for fee as specified in Section 2.1 above.

2.7 Articles, Special Servicing

The rates and charges in this tariff include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Tiger Moving LLC.

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SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written (email accepted) and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Tiger Moving LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Tiger Moving LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Tiger Moving LLC immediately. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full.

3.2 Computing Charges

Tiger Moving LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Tiger Moving LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Tiger Moving LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Tiger Moving LLC will not

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accept responsibility for safe delivery of such articles if they come into Tiger Moving LLC's possession with or without Tiger Moving LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Tiger Moving LLC's Bill of Lading upon request. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Tiger Moving LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Tiger Moving LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

1. GHS Discount (for all valid GHS employees): 10% off all services.
2. Social media (i.e: Facebook, Google+, Angie's List, etc.) and company website promotional rate:
 - One 24' or 26' truck and 2 men = \$95/hour for the first two hours. All other charges will apply as written in this tariff.

Tiger Moving will provide the South Carolina Office of Regulatory Staff as to the estimated run time of promotional offer and the exact run date, along with a copy of the promotion as it will appear in the social media.

For auditing purposes a voucher will accompany the Bill of Lading.

3. 2 Hour Minimum Job Time for Pre-Existing Corporate Customers.

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TIGER MOVING COVERAGE OPTIONS

THE FOLLOWING INFORMATION APPLIES TO BOTH COVERAGE OPTIONS:

Our insurance options DO NOT COVER damage to: (1) refrigerators, (2) appliances, (3) exercise equipment, (4) particle board furniture, (5) wood floors, (6) laminate flooring, (7) glass furniture items, (8) contents of containers not packed by our movers, (9) the customer's home, building or land of any sort, (10) glass furniture items, (11) bicycles, (12) ceramics, (13) plants, (14) lamps & lamp shades, (15) vacuum cleaners, (16) electronics, (17) marble, (18) glassware of any kind, (19) pictures, (20) mirrors. We strongly recommend transporting items 11 - 20 on your own. We are not liable for damaged functionality of appliances resulting from disassembling, assembling, or transporting. Please double check appliance connections as we are not responsible for water leaks. In some cases, tracking soil onto flooring is inevitable, thus we are not responsible for any resulting damage. Our liability for damage on "load only" jobs (no transportation of goods performed by Tiger Moving) terminates once the truck has been loaded. We highly recommend contacting your insurance agent to obtain a moving endorsement for your current policy.

Option 1: FREE: Standard Damage Coverage (\$60 max refund per item):

Standard South Carolina Mover's Transit Coverage will be automatically applied to all articles at a compensation rate of \$0.60 or 60 cents per pound. Everything is valued at 60¢ per pound against damage during the move. For example: if a chair weighs 10 lbs and is broken during the move, regardless of the value, the settlement will be \$6.00 based on \$0.60/lb/item. This is the standard minimum coverage in the moving industry.

Customer's signature

Tiger Moving representative

Option 2: \$100 PER TRUCK: Maximum Benefit Coverage (\$500 maximum refund per item):

Tiger Moving LLC will pay and/or coordinate repairs for damaged items (up to \$500 per damaged item). If repairs are not possible, Tiger Moving will reimburse the customer for the current value of the damaged item using straight-line depreciation and industry standard depreciation schedules (up to \$500 per damaged item). For example: The value of a used table that is damaged during the move will be determined by it's current market value using straight-line depreciation or the cost to repair said item, whichever is lower. This coverage does not include the functionality of any appliance or electronic device as there is no way to pre-test functionality. See the paragraph above for damage exclusions. Customer agrees to pay a one-time fee of **\$100 PER TRUCK LOAD** for this coverage.

Customer's Signature

Tiger Moving Representative

Tiger Moving LLC

South Carolina Household Goods Tariff